

9/10/12 10:18:25
DK T BK 3,499 PG 140
DESOLO COUNTY, MS
W.E. DAVIS, CH CLERK

**Recording Requested by/
After Recording Return To:**

Stewart Lender Services
Attn: Modification Recordation
9700 Bissonnet Street, Suite 1500
Houston, TX 77036

This document was prepared by
Home Retention Services, Inc.,
Modifications Department
9700 Bissonnet Street
Suite 1500
Houston, TX 77036
1.855.664.8124

LOAN MODIFICATION AGREEMENT

Order ID: 5089410

Project ID: 72567

Loan Number: 141609542

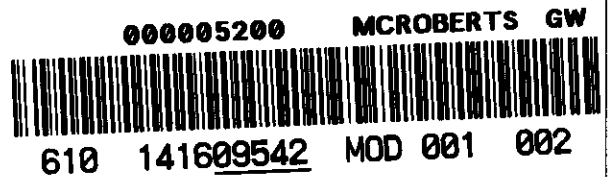
Borrower: GARY MCROBERTS and TERESA MCROBERTS

Original Loan Amount: \$191,494.00

Legal Description: See Exhibit 'A'

Recording Reference: See Exhibit 'B'

Le



Recording Requested by
BAC Home Loans Servicing, LP, a subsidiary of Bank of America, N.A.
WHEN RECORDED MAIL TO:

BAC Home Loans Servicing, LP, a subsidiary of Bank of America, N.A.
Post Office Box 10266
Van Nuys, CA 91410-0266
Attention: Document Control

DocID#: 0651416095427105A

Space Above for Recorder's Use

LOAN MODIFICATION AGREEMENT

This Loan Modification Agreement (the "Agreement"), made on August 4, 2009 between Gary W Mcroberts, II, Teresa A McRoberts (the "Borrower(s)") and BAC Home Loans Servicing, LP, a subsidiary of Bank of America, N.A. ("Lender"), amends and supplements that certain (Mortgage/Deed of Trust) (the "Security Instrument") dated August 23, 2006 which covers the real and personal property described in the Security Instrument and defined therein as the 'Property', located at 8950 Bell Forrest Dr, Olive Branch, MS 38654.

The real property described being set forth as follows:

SAME AS IN SAID SECURITY INSTRUMENT

In consideration of the mutual promises and agreements exchanged, the parties hereto agree to modify the Security Instrument as follows:

The fifth [and sixth] sentence[s] of the first paragraph of the Security Instrument is[are] hereby amended to read in its[their] entirety as follows:

Borrower owes Lender the principal sum of Two Hundred Seven Thousand, Eight Hundred Seventy Eight Dollars And Ninety One Cents, (U.S. Dollars) (\$207,878.91). This debt is evidenced by Borrower's note dated the same date as the Security Instrument, as amended and restated as of the date herewith ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on November 1, 2037.

The Borrower[s] shall comply with all other covenants, agreements and requirements of the Security Instrument. Nothing in this Agreement shall be understood or construed to be a satisfaction or release in whole or in part of the Security Instrument. Except as otherwise specifically provided in this Agreement, the Security Instrument shall remain unchanged, and the Borrower[s] and BAC Home Loans Servicing, LP, a subsidiary of Bank of America, N.A. shall be bound by, and comply with all of the terms and provisions thereof, as amended by this Agreement, and the Security Instrument shall remain in full force and effect and shall continue to be a first lien on the above-described property. All capitalized terms not defined herein shall have the same meanings as set forth in the Security Instrument.

SIGNED AND ACCEPTED THIS 6 DAY OF August 2009

BY

Gary W McRoberts, II
 Gary W McRoberts, II

Teresa A McRoberts
 Teresa A McRoberts

(ALL SIGNATURES MUST BE ACKNOWLEDGED)

State of MISSISSIPPI, County of Desoto On this 6 day of August, 2009 before me the undersigned, a Notary Public in and for said State, personally appeared

Gary W McRoberts, II and Teresa A McRoberts

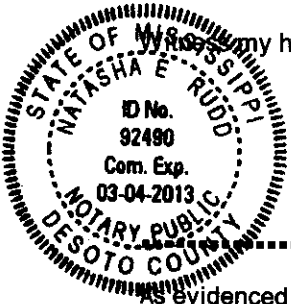
known to me, or proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the foregoing instrument and acknowledged that they executed the same.

Witness my hand and official seal.

Signature

Natasha E Rudd
 Name (typed or printed)

My commission expires: 03-04-2013



As evidenced by their signatures below, the Co-Owner(s) consent to this Modification of the Mortgage.

CO-OWNER(S)

Co-Owner(s) Signature

Dated: _____

Co-Owner(s) Name (typed or printed)

STATE OF _____

COUNTY OF _____

On _____ before me, _____

Notary Public, personally appeared _____

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signatures(s) on the instrument the person(s), or entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature _____

DO NOT WRITE BELOW THIS LINE

THIS SECTION IS FOR INTERNAL USE ONLY

Bank of America, N.A., for itself or as successor by merger to BAC Home Loans Servicing, LP

By: Stewart Lender Services, Inc., its attorney in fact

By: Christina Vuong

Christina Vuong, A.V.P., Stewart Lender Services, Inc.

8/30/2012

Date

STATE OF TEXAS

COUNTY OF HARRIS

On August 30, 2012 before me, Patricia Pickens Notary Public-Stewart Lender Services, Inc., personally appeared Christina Vuong, A.V.P., Stewart Lender Services, Inc. personally known to me to be the person whose name is subscribed to the within instrument and acknowledged that she executed the same in her authorized capacity, and that by her signature on the instrument the person, or entity upon behalf of which the person acted, executed the instrument.

Witness my hand and official seal.

Signature Patricia Pickens

Patricia Pickens



My commission expires: July 16, 2016

EXHIBIT 'A'

LOT 60, SECTION A, BELL RIDGE SUBDIVISION, SITUATED IN SECTION 9, TOWNSHIP 2 SOUTH, RANGE 6 WEST, AS SHOWN ON PLAT OF RECORD IN PLAT BOOK 52, PAGE 1 IN THE CHANCERY CLERK'S OFFICE OF DESOTO COUNTY, MISSISSIPPI.

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Attn: Modification Recordation
9700 Bissonnet Street, Suite 1500
Houston, TX 77036

Order ID: 5089410
Loan Number: 141609542

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EXHIBIT B

Borrower Name: GARY MCROBERTS and TERESA MCROBERTS
Property Address: 8950 BELL FORREST DR, OLIVE BRANCH, MS 38654

This Modification Agreement amends and supplements that certain Mortgage/Deed of Trust (the Security Instrument) recorded on 08/28/2006 as Instrument/Document Number: N/A, and/or Book/Liber Number: 2550 at Page Number: 375 in the real records of DESOTO County, State of MS.

Additional County Requirements:
Original Loan Amount: \$191,494.00

